1858.

SUPREME COURT OF THE UNITED STATES,

No. 53.

SAMUEL F. PRATT, PASCAL P. PRATT, & EDWARD P. BEALS, CLAIMANTS OF THE STEAMBOAT SULTANA, APP'TS,

vs.

CHAS. M. REED, LIBELLANT.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE NORTHERN DISTRICT OF NEW YORK.

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CIRCUIT COURT OF THE UNITED STATES,
For the Northern District of New York.

CHARLES M. REED, libellant and appellee,
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants and appellants.

To the honorable the Supreme Court of the United States:

The petition of appeal of Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants of the steamboat Sultana, her tackle, apparel, &c., and appellants, respectfully sheweth, that on the fourteenth day of June, in the year of our Lord one thousand eight hundred and fifty-four, the above-named Charles M. Reed filed his libel in the District Court of the United States for the northern district of New York, against the steamboat Sultana, her tackle, apparel, and furniture, in a cause of contract, civil and maritime, to recover the value of a quantity of coal which it was claimed had been theretofore furnished by the libellant to the said steamboat, and that the said steamboat Sultana was arrested upon process issued upon said libel.

That on the eighteenth day of July, A. D. 1854, the petitioners above named filed their answer to the libel of the said libellant, and such proceedings were had in said cause, that afterwards, and on the thirty-first day of January, A. D. 1855, a final decree was made and pronounced therein by the said District Court, wherein it was adjudged and decreed that there was due to the said libellant on the thirtieth day of January, 1855, for principal and interest on account of the supplies by him furnished for the use of the said steamboat, as mentioned and set forth in the libel in this cause, the sum of twenty-six hundred and twenty-nine dollars and eighty-one cents, and that the said sum of money be paid to the said libellant or his proctor, out of the proceeds of the proceeds of the said steamboat, together with his said costs and expenses to be taxed. And that, after such final decree your petitioners duly appealed therefrom, and from the whole thereof, to the Circuit Court of the United States for the northern district of New York, and the said cause was removed thereby into the said Circuit Court, and there tried anew, and such proceedings were had in the said Circuit Court, that afterwards, and on the twentieth day of October, 1855, the

said Circuit Court made a final decree in the said cause, whereby it was ordered, adjudged, and decreed, that the decree of the said District Court be and the same was thereby affirmed, which said decree of the said Circuit Court, as these appellants are advised, is erroneous, and ought to be reversed.

Wherefore, these appellants appeal from the whole of said decree of said Circuit Court to the Supreme Court of the United States, and respectfully pray that the said decree of the said Circuit Court and the libel, answer, pleadings, depositions, evidence, and proceedings in the said cause may be sent to the Supreme Court of the United States without delay, and that the said Supreme Court will proceed to hear the said cause anew, and reverse the said decree of the said Circuit Court, and the whole thereof, and that such other decree may be made by the said Supreme Court as shall be agreeable to equity and good conscience, and that these appellants may be restored to all things which they have lost by said decree.

Dated at Buffalo, November 28, 1855.

SAMUEL F. PRATT,
PASCAL P. PRATT,
EDWARD P. BEALS.

BOWEN & ROGERS,
Proctors for Appellants.
H. W. ROGERS,
Advocate.

[ENDORSED:] U. S. Circuit Court, N. Dist. N. Y., Charles M. Reed, libellant and appellee, vs. the steamboat Sultana, her tackle, &c., Samuel F. Pratt, and others, claimants and app'ts. Petition of appeal. Bowen & Rogers, app'ts' att'ys. Allowed Nov. 27, 1855. Filed Dec'r 4, 1855.

By the honorable Samuel Nelson, one of the judges of the Circuit Court of the United States, for the Northern District of New York.

To Charles M. Reed:

Whereas, Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants of the steamboat Sultana, her tackle, apparel, &c., have lately appealed to the Supreme Court of the United States from a decree lately rendered in the Circuit Court of the United States, for the northern district of New York, made in your favor, the said Charles M. Reed against the said steamboat, of which they are the claimants, and they, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, having filed the security required by law: you are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the first Monday of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand at Cooperstown, in the Northern District of New York, in the second circuit, the 30th day of November, in the year of our Lord one thousand eight hundred and fifty-five.

S. NELSON.

Security for costs on the appeal in the within-entitled cause is hereby waived.

Buffalo, Nov. 27, 1855.

WELCH, HIBBARD, & BALDWIN,
Proctors for C. M. Reed.

[ENDORSED:] U. S. Circuit Court, N. Dist. of New York. Charles M. Reed, libellant and appellee, vs. the steamboat Sultana, her tackle, &c., Samuel R. Pratt, and others. Citation on appeal. Bowen & Rogers, proctors for appellants. Service of the within admitted Dec. 3, 1855. Welch, Hibbard, & Baldwin, proctors for Reed. Filed Dec'r 4, 1855.

CIRCUIT COURT OF THE UNITED STATES,
In and for the Northern District of New York, in the second Circuit.

CHARLES M. REED, libellant and appellee,
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c., Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants and appellants.

UNITED STATES OF AMERICA,
Northern District of New York, ss:

I, Augustus A. Boyce, Clerk of the Circuit Court of the United States of America, for the Northern district of New York, in the second circuit, do hereby certify to the Supreme Court of the United States, that the pleadings and proceedings with the enrollment of decree in above-entitled cause, and which are hereunto annexed, are true transcripts of their respective originals remaining on the files of my office in the above-entitled cause.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said Circuit Court, this fourth day of December, in the year of our Lord eighteen hundred and fifty-five, and of the independence of the United States of America the eightieth.

[SEAL.]

AUG. A. BOYCE, *Clerk.*

UNITED STATES OF AMERICA,
Northern District of New York, ss:

I, Aurelian Conkling, Clerk of the District Court of the United States of America, for the northern district of New York, do hereby certify that the writings annexed to this certificate and to the citation and copy of petition of appeal hereunto attached, are true copies of their originals on file and remaining as of record in my office.

In testimony whereof, I have hereunto affixed the seal of the said Court, at Buffalo, in the aforesaid district, this twelfth day of March, in the year of our Lord one thousand eight hundred and fifty-five, and of the independence of the United States of America, the seventy-ninth.

[L. S.]

AURELIAN CONKLING,
Clerk.

In Admiralty.

UNITED STATES OF AMERICA,
Northern District of New York, ss:

To Charles M. Reed:

You are hereby cited and admonished to be and appear at a Circuit Court of the United States, to be held at Albany, in and for the northern district of New York, on the third Tuesday of May, 1855, pursuant to an appeal from the District Court of the United States for the said district, wherein Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals are appellants, and you are appellee, to show cause, if any there be, why the said decree should not be corrected, and speedy justice done to the parties in that behalf.

Witness the honorable Nathan K. Hall, District Judge of the United States for the said district, this 1st day of March, A. D. 1855.

N. K. HALL.

NORTHERN DISTRICT OF NEW YORK.

Dennis Bowen, being sworn, says, that on the seventh of March, 1855, at the city of Buffalo, in said district, he personally served on Charles M. Reed, therein named, a copy of the above citation.

DENNIS BOWEN.

Sworn before me, this 7th of March, 1855.

AURELIAN CONKLING,
U. S. Commissioner.

DISTRICT COURT OF THE UNITED STATES,
Northern District of New York.

CHARLES M. REED, libellant,
agst.
THE STEAMBOAT SULTANA, her tackle, &c., Samuel F. Pratt, Paschall P. Pratt, and Edward P. Beals, claimants and respondents.

The above-named respondents, conceiving themselves aggrieved by the final sentence or decree entered on the thirty-first day of January, 1855, in the above-entitled cause, do hereby appeal therefrom to the next Circuit Court of the United States, to be held in and for said district, and they pray that this, their appeal, may be allowed, and that a transcript of the record and proceedings in this cause, duly authenticated, may be sent to the said Circuit Court.

BOWEN & ROGERS,
Proctors for Appellants.

Appeal allowed this 1st day of March, 1855.
(Signed) N. K. HALL.

Security on the appeal above mentioned is hereby waived.
(Signed) WELCH, HIBBARD, & BALDWIN.
(Filed in dist. court, March 7, 1855.)

At a special session of the district court of the United States of the United States of America, for the northern district of New York, held at the city of Buffalo, in the said district, on the twentieth day of February, in the year of our Lord one thousand eight hundred and fifty-five—

Present: The honorable Nathan K. Hall, District Judge:

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, and furniture, Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, respondents.

On the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and fifty-four, Charles M. Reed the libellant in this cause, filed before the aforesaid judge his libel, and a stipulation for costs accompanying the same, against the said steamboat Sultana, her tackle, apparel, and furniture,

which said libel and stipulation are hereunto annexed, and thereupon an order was entered, directing the issuing of process against the said steamboat, in the following words:

At a special session of the district court of the United States of America, for the northern district of New York, held at the city of Buffalo, on the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and fifty-five—

Present: The honorable Nathan K. Hall, District Judge:

CHAS. M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c.,

On filing a libel and stipulation in this cause, and on motion of Mr. Welch, proctor for the libellant, it is ordered, that a warrant of arrest and monition be issued herein, returnable the thirteenth day of June next.

And a process of arrest and monition was thereupon issued, returnable on thirteenth day of June, A. D. 1854.

And on the twelfth day of June, A. D. 1854, the said process, with the marshal's return thereon endorsed, was duly filed, and is hereto annexed.

And on the thirteenth day of June, anno Domini, 1854, the libellant filed his amended libel, which is hereunto annexed, and on the same day an order was entered, directing the issuing of an alias process of arrest and monition upon the said amended libel, which said order is in the following words:

At a special session of the district court of the United States of America, for the northern district of New York, at Buffalo, in said district, on the fourteenth day of June, A. D. 1854—

Present: The honorable Nathan K. Hall, District Judge:

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c.,

The marshal having returned the process heretofore issued in this cause, not executed in its monition clause, and an amended libel having this day been filed herein, from which it appears that the demand of the libellant was not correctly stated in the libel heretofore filed in this cause—on motion of Mr. Welch, proctor for the libellant, it is ordered, that an alias warrant of arrest and monition be issued herein, amended in pursuance of said amended libel, and returnable on the fifth day of July next; and thereupon an alias process of arrest and montion was issued herein, returnable on the fifth day of July, anno Domini, 1854. On the said fifth day

of July the marshal returned the said alias process, with his return thereon endorsed, and the same is hereunto annexed.

The cause was thereupon continued until the eighteenth day of the same month, at which day Samuel F. Pratt, Pacal P. Pratt, and Edward P. Beals, by Bowen & Rogers, esquires, their proctors, filed their answer herein, and a stipulation for costs accompanying the same, which said answer and stipulation are hereunto annexed, and a decree of default was thereupon entered in the following words and figures:

At a special session of the district court of the United States of America, for the northern district of New York, held at the city of Buffalo, in the said district, on the eighteenth day of July, in the year of our lord one thousand eight hundred and fifty-four.

Present: The honorable Nathan K. Hall, District Judge.

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c.

The mesne process heretofore issued in this cause having been returned duly executed, and the cause having been continued until this day, and proclamation having been duly made for all persons having or pretending to have any right, title, or interest in the said steamboat Sultana, her tackle, apparel, and furniture, to appear and make due answer to the libel filed in this cause; and Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, having appeared, by Dennis Bowen, esquire, their proctor, and interposed an answer; it is, on motion of Mr. Welch, ordered, that default of all other persons be entered without prejudice to such parties as have instituted proceedings in this Court against the said steamboat.

The cause was thereupon continued until the twenty-sixth day of January, 1855, when a decree was made in the cause, in the following words:

At a special session of the district court of the United States of America, for the northern district of New York, held at the city of Buffalo, in the said district, on the twenty-sixth day of January, in the year of our Lord one thousand eight hundred and fifty-five—

Present: The honorable Nathan K. Hall, District Judge:

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, and furniture,

This cause came before the Court upon the pleadings therein, and was argued by counsel; and thereupon, upon consideration

thereof, due deliberation having been thereupon had, it is ordered, adjudged, and decreed, that the *libellants* ought to have and receive the sum by him demanded in the libel in this cause, on account of the supplies by him furnished for the use of the said steamboat as therein stated, with interest thereon till this date; and it is further ordered, that it be referred to the clerk to compute the amount of principal and interest accordingly due, and to report thereon with all convenient speed. And on the thirty-first day of January, 1855, the clerk made his report in the cause, which is hereunto annexed. On said thirty-first day of January, a final decree was made in the cause, in the words following, to wit:

At a special session of the district court of the United States of America, for the northern district of New York, held at the city Buffalo, on the thirty-first of January, in the year of our Lord one thousand eight hundred and fifty-five—

Present: The honorable Nathan K. Hall, District Judge:

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, and furniture,

This cause coming on to be heard upon the report of Aurelian Conkling, esq., appointed a commissioner to make report therein, bearing date the thirtieth day of January, 1855, certifying that there was due to the libellant at the date of said report, for principal and interest on account of the supplies by him furnished for the use of the said steamboat as mentioned and set forth in this cause, the sum of twenty-six hundred and twenty-nine dollars and eighty-one cents,—on motion of Mr. Welch, of counsel for the libellant, the Court doth order, adjudge, and decree, that the said report, and all things therein contained, do stand ratified and confirmed; and it appearing to the Court that there remains, in the registry of the Court, of the proceeds of the sale of the said steamboat Sultana, after satisfying all prior claims thereon, sufficient to pay the said sum so due to the said libellant, together with the costs and expenses of his suit, it is ordered, adjudged, and decreed, that the same be paid to the said libellant or his proctor out of the said proceeds, together with his said costs and expenses to be taxed.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York.

CHARLES M. REED
vs.
THE STEAMBOAT SULTANA, her tackle, apparel, &c.

To the Judge of said Court:

In pursuance of an order of this Court, made in the above cause,

on the 26th day of January, by which it was referred to me to compute and ascertain the amount due the libellant for principal and interest on account of the supplies by him furnished for the use of the said steamboat, as mentioned and set forth in the libel in this cause. I, Aurelian Conkling, clerk of the said Court, do respectfully certify and report, that I have computed and ascertained the amount due the libellant in this cause as aforesaid; and that the amount due to the libellant as aforesaid, for principal and interest, up to and including the date of this report, is twenty-six hundred and twenty-nine dollars and eighty-one cents. And I do further certify and report that the schedule hereunto annexed, marked "A," and making a part of this, my report, contains a statement and account of the principal and interest moneys due to the libellant as aforesaid, the period of computation of interest and its rate, and to which, for greater certainty, I refer.

All of which is respectfully submitted.

Dated Buffalo, January 30th, 1855.

(Signed) AURELIAN CONKLING,
Clerk.

Schedule A, referred to in the foregoing report.

Whole amount of principal due at this date.....	$2,360 63
Interest on $1,427 13 from January 1st, 1853, at 7 per cent. per annum, 2 years and one month.....	208 11
Interest on 805 50 from Jan'y 1st, 1854, at same rate, 1 year and one month.....	61 07
	$2,629 81

UNITED STATES DISTRICT COURT,
Northern District of New York.

In Admiralty.

To the honorable Nathan K. Hall, Judge of the United States District Court, for the northern district of New York:

Charles M. Reed exhibits this, his libel, against the steamboat Sultana, her engines, boats, tackle, apparel, and furniture, (of which said steamboat Gilman Appelby now is or late was captain or master,) and against all persons lawfully intervening for their interest therein, in a cause of action, civil and maritime, and thereupon the said Charles M. Reed doth allege and articulately propound, as follows:

First. That the said steamboat Sultana is, and during the times herein mentioned has been, a steamboat ship and vessel of one hundred tons burthen and upwards, duly enrolled and licensed for the coasting trade, and engaged in the business of commerce and

navigation upon Lake Erie and other great western lakes, and the navigable waters, within the true intent and meaning of the act of Congress of the United States, entitled "An act extending the jurisdiction of the district courts to certain cases upon the lakes and navigable waters connecting the same," passed February 26, 1845.

Second. That the said libellant, on divers days and times in and between the season of navigation of the year 1852 and the first day of June, 1853, at Erie, in the State of Pennsylvania, at the special instance and request of the said Gilman Appelby, who during all said times was captain and master of said steamboat Sultana, furnished and delivered to, and for the use of the said steamboat Sultana, divers materials, articles, and coal, which were, and at the time of the furnishing and delivery of the same were represented by said captain and master to the said libellant proper, requisite, and necessary to enable said steamboat Sultana to pursue her aforesaid business, and did and performed certain necessary work and labor, at the special instance and request of the said Gilman Appelby, in and about furnishing and delivering said materials, articles, and coal, in and on board of said steamboat Sultana, the aggregate worth and value of which materials, articles, and coal, and work, and labor, at the time of the doing and performing, and the furnishing and delivery of the same respectively, was one thousand four hundred and twenty-seven dollars and twenty-seven cents.

Third. That the said materials, articles, and coal, work, and labor were furnished and delivered, done and performed by the said libellant upon the credit of the said steamboat Sultana, as well as of the owner or owners thereof, and of the said master thereof; and that, on the 1st day of June, 1853, an account of said materials, articles, and coal, and said work and labor, was presented to the said Gilman Appelby, who then was captain and master of said steamboat Sultana; and the amount thereof, which was the amount last aforesaid, was on said day liquidated, and the said captain and master upon the day last aforesaid, as such captain and master, promised the said libellant well and truly to pay the said libellant said amount, and that no part of the same or of the interest which accrued thereon has been paid.

Fourth. That the said libellant, on divers days and times between the 9th day of August, 1853, and the 30th day of November, 1853, at Erie, in the State of Pennsylvania, at the special instance and request of the said Gilman Appelby, who, during all the days and times last aforesaid, and the times hereinafter mentioned, was the captain and master of said steamboat Sultana, furnished and delivered to and for the use of said steamboat Sultana, divers other articles, materials, and coal, which were, and at the times of the furnishing and delivery of the same, were represented by said Gilman Appelby to said libellant to be proper, requisite, and necessary to

enable said steamboat Sultana to pursue her aforesaid business of commerce and navigation, and did and performed certain necessary other work and labor at the special instance and request of the said Gilman Appelby, in and about furnishing and delivering said last-mentioned materials and coal in and on board of said steamboat Sultana, the aggregate worth and value of which last-mentioned articles, materials, and coal, and work and labor, at the time of the furnishing and delivering, doing and performing of the same respectively, was one thousand five hundred and eighty-three dollars and sixty-one cents.

Fifth. That the said last-mentioned articles, materials, coal, work, and labor were furnished and delivered, done and performed by the said libellant upon the credit of the steamboat Sultana, as well as of the owner or owners thereof, and of the said master thereof; and that, on the 10th day of December, 1853, *and* account of said last-mentioned materials, articles, and coal, and said last-mentioned work and labor, was presented to the said Gilman Appelby, and it was then ascertained and admitted that there was due and unpaid to the said libellant, on account of the furnishing and delivery, the doing and performing said last-mentioned articles, materials and coal, work and labor, the sum of eight hundred and ninety dollars and thirty-eight cents; that since said last-mentioned day, eighty-four dollars and eighty-eight cents of which last-mentioned amount has been satisfied, and that no part of the balance thereof, which amounts to eight hundred and five dollars and fifty cents, or of the interest which has accrued thereon, has been paid; and on or about 4th day of May, 1854, at said Erie, in said State of Pennsylvania, this libellant, upon the request of said master, furnished to said steamboat about 100 tons of coal, of the price and value of four hundred dollars; one hundred and twenty-eight dollars part of said price and value remains unpaid, and is due to this libellant.

Sixth. That steamboat Sultana, during all the time herein mentioned, was a steamboat ship and vessel foreign to the said State of Pennsylvania, and wholly owned by some person or persons residing in the State of New York, and not in the said State of Pennsylvania, and this libellant, during all the times in this libel mentioned, resided at said Erie, in said State of Pennsylvania.

Seventh. That the said libellant now has, as he is informed and believes, a lien upon said steamboat Sultana, her engines, boats, tackle, apparel, and furniture, for the sum of two thousand three hundred and sixty dollars and seventy-seven cents, interest on one thousand four hundred and twenty-seven dollars and twenty-seven cents from the 1st day of June, 1853, and interest on eight hundred and five dollars and fifty cents from the 10th day of December, 1853, arising out of the matters aforesaid, and that he has requested the said Gilman Appelby to pay the amount of the said lien and of said interest, which he has hitherto wholly neglected to do, which said lien arises out of the matters aforesaid.

Eighth. And the said libellant further says, that all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable Court; and hereupon the said libellant prays that process in due form of law may issue against the said steamboat Sultana, her boats, engine, tackle, apparel, and furniture; and that this honorable Court will pronounce for the aforesaid claims and demands of said libellant, and decree the same to be paid with costs, and for such other or further or other decree, order, process, or relief as to the said Court may seem meet.

CHAS. M. REED.
By J. C. HARRISON,
His Agent.

WELCH, HIBBARD, & BALDWIN,
Proctors.

STATE OF NEW YORK,
Northern District of New York, County of Erie, ss.

James Harrison, being sworn, says, that he resides in the city of Buffalo, in said county of Erie, and is the general agent of Charles M. Reed, the libellant, named in the foregoing libel, in said city; that he has heard the foregoing libel read, and knows the contents thereof, and the same is true; that he knows the same is true from conversations with said Appelby and the clerk of said steamboat, and admissions of the amount of said libellant's demand made by said Appelby, named in said libel, and said clerk, by admissions made by the clerk of said steamboat Sultana, in the cause of his business as such clerk, and from conversations with said Reed; that said Reed resides in Erie, Pennsylvania, and has resided there for more than ten years last past, and is not now in said city of Buffalo; and said steamboat Sultana is about to depart from the port of Buffalo, and, as deponent is informed and believes, her master intends departing this day or to-morrow, which facts constitute the reason why said libel is not verified by the oath of said Reed.

(Signed) J. C. HARRISON.

Sworn before me this 24th day of May, 1854.
(Signed) AURELIAN CONKLING,
U. S. Commissioner.

On the 24th day of May, 1854, before Aurelian Conkling, esquire, clerk of the District Court of the United States for the northern district of New York, a commissioner duly appointed and empowered to take acknowledgments of bail, &c., within the northern district of New York.

Charles M. Reed against the ship and vessel or steamboat Sultana, her engines, tackle, apparel, and furniture, in a case of action, in contract, civil and maritime, moved and prosecuted in the District

Court of the United States for the northern district of New York, which day personally appeared before me James C. Harrison, the agent of said Charles M. Reed, and Thomas C. Welch, all of the city of Buffalo, county of Erie, and State of New York, and submitting themselves to the jurisdiction, bound themselves, their heirs, executors, and administrators, in the sum of two hundred and fifty dollars, for the benefit of whomsoever it may concern, that the said Charles M. Reed shall prosecute his action in this behalf, and abide by all orders, interlocutory and final, of the aforesaid Court, or of any appellate Court, and pay the costs and expenses, if any, which shall be awarded against him by the final decree of the aforesaid Court, or of any appellate Court; and unless they shall so do, they do hereby severally consent that execution shall issue forth against them, any, or either of them, their executors, administrators, and heirs, goods, and chattels, or the heirs, executors, administrators, goods, and chattels of any, or either of them, wheresoever the same may be found, to the value of the sum above mentioned.

(Signed) J. C. HARRISON,
TH. C. WELCH.

Same day taken, and acknowledged before me, this 24th May, 1854.

(Signed) AURELIAN CONKLING,
U. S. Commissioner.

STATE OF NEW YORK,
Northern District of New York,
City of Buffalo, county of Erie, ss:

On this twenty-fourth day of May, 1854, personally appeared before me the above-named James C. Harrison and Thomas C. Welch, to me known to be the persons mentioned in and who executed the foregoing stipulation, and each for himself acknowledged that he executed the same.

(Signed) AURELIAN CONKLING,
U. S. Com.

STATE OF NEW YORK,
Northern District of New York,
City of Buffalo, county of Erie, to wit:

James C. Harrison and Thomas C. Welch, being each duly sworn, each for himself says, that he resides in the city of Buffalo, in the northern district of New York, and that he is worth the sum of five hundred dollars, after payment of all his just debts, and over and above claims and demands against him, and exclusive of property exempt from execution; and the said James C. Harrison further says, that he is the agent of Charles M. Reed, in said stipulation mentioned, and has general power to do all business for the said

Charles M. Reed; that said Charles M. Reed resides in Erie, in Pennsylvania, and is not now in the northern district of New York, according to deponent's knowledge, information, and belief, and for that reason said stipulation is not signed by him; said Charles M. Reed resides in Erie, in Pennsylvania, and is not now in the northern district of New York, according to deponent's knowledge, information, and belief, and for that reason, said stipulation is not signed by him, said Charles M. Reed.

(Signed) J. C. HARRISON,
TH. C. WELCH.

Subscribed and sworn before me this 24th day of May, 1854.

(Signed) AURELIAN CONKLING,
U. S. Com'r.

In Admiralty.

UNITED STATES DISTRICT COURT,
Northern District of New York.

To the honorable Nathan K. Hall, Judge of the United States District Court in and for the northern district of New York:

Charles M. Reed exhibits this, his libel, against the steamboat Sultana, whereof Gilman Appelby is or late was master, her tackle, apparel, and furniture, boilers, engines, machinery, boats, anchors, and chains, and against all persons lawfully intervening for their interest therein, in a cause of contract, civil and maritime, and thereupon the said Charles M. Reed doth allege and articulately propound as follows, to wit:

First. That during all the times hereinafter mentioned, and thence hitherto, this libellant has been and is a resident of the State of Pennsylvania, and has resided and still resides at the borough of Erie, in that State.

Second. That during all the times hereinafter mentioned, the said steamboat was and thence hitherto has been and is a maritime vessel, of the burthen of eight hundred tons and upwards, and was, has been, and is employed in the business of transporting merchandise and passengers between divers ports and places in different States and Territories on the Lakes Erie, Huron, St. Clair, and Michigan, and the navigable waters connecting the same, within the true intent and meaning of the act of the Congress of the United States of America, entitled "An act extending the jurisdiction of the District Courts to certain cases upon the lakes and navigable waters connecting the same," passed February 26th, 1845.

Third. That during all the times hereinafter mentioned, the said steamboat Sultana was, and thence hitherto has been and is enrolled and licensed for the coasting trade at the port of Buffalo, in the district of Buffalo Creek, in the State of New York, and during all the

same times, was, has been, and is owned by some person or persons who resided and reside in said State of New York, and was, has been, and is, as to the State of Pennsylvania and this libellant, a foreign vessel.

Fourth. That this libellant, on divers days and times between the tenth day of June, one thousand eight hundred and fifty-two, and the fifth day of May, one thousand eight hundred and fifty-four, at Erie, in said State of Pennsylvania, at the special instance and request of the master of said steamboat, furnished and delivered, to and for the use of said steamboat, divers quantities of coal, which were respectively at the times respectively of furnishing and delivery thereof, and were represented at said respective times, by the commander of said steamboat, to be necessary, fit, and proper for the said steamboat to enable her to depart upon and prosecute her then intended voyage with safety; and this libellant did, at the like request, furnish at said respective times divers necessary work and labor in and about the furnishing, handling, delivery, and storage, in the hold of said steamboat, of said coal.

Fifth. That the aggregate prices and value of said coal and labor, and the specific quantities, prices, and values thereof, and the times at which the same were furnished, are all correctly and truly stated in the schedule hereto annexed, marked "A," which this libellant prays may be deemed and taken as part of this, his libel, and all payments which have ever been made upon account of this libellant's demand for said supplies of coal and labor, as well as all set-offs and discounts which exist against the same, are also truly and correctly stated and set forth in said schedule. And this libellant says, there was actually due to him on the first day of January, one thousand eight hundred and fifty-three, for said supplies of coal, the sum of fourteen hundred and twenty-seven dollars and thirteen cents, and on the first day of January, 1854, the further sum of eight hundred and five dollars and fifty cents; and there is now actually due to him for said coal, exclusive of interest, on the last-mentioned sums from the respective days last mentioned, the sum of twenty-three hundred and sixty dollars and sixty-three cents over and above all payments, set-offs, and discounts.

Sixth. That said coal was furnished and said labor performed, as aforesaid, upon the credit of said steamboat, as well as upon that of the owners and master thereof; and this libellant has, as he is advised and believes, a lien upon the body and value of said steamboat, her tackle, apparel, furniture, engine, boilers, and machinery, boats, anchors, and chains, for the amount aforesaid due to him therefor.

Seventh. That all and singular the premises are true, and within the admiralty and maritime jurisdiction of this honorable Court.

Wherefore this libellant prays that process in due form of law may issue out of and under the seal of this honorable Court, against the steamboat Sultana, her tackle, apparel, furniture, boats, anchors,

and chains, engine, boilers, and machinery, and that this honorable Court will pronounce for this libellant's aforesaid demands, and decree the same to be paid, with costs, and for such other and further relief and redress as to right and justice may appertain, and as this honorable Court may be competent to give in the premises.

(Signed) CHAS. M. REED.
E. C. SPRAGUE,
Advocate.

(Signed) WELCH, HIBBARD, & BALDWIN,
Proctors for Libellant.

STATE OF NEW YORK,
Northern District of New York, County of Erie, ss:

On this 12th day of June, 1854, personally appeared the above-named libellant, Charles M. Reed, and was sworn to the truth of said libel before me.

(Signed) B. THOMPSON,
U. S. Com'r.

Schedule "A," referred to in the foregoing libel.

ST. B'T SULTANA to C. M. REED.

1852.				
June 11.	For 50 tons coal, 22.....			137 50
" 21	" 25 " " "	68 75		
" 24	" 75 " " "	206 25		
				275 00
July 4.	" 22 1250 " "	62 22		
" 9	" 52 250 " "	137 84		
				200 06
" 19	" 35 1250 " "	97 97		
" 23	" 44 1000 " "	122 38		
				220 35
Aug. 7.	" 50 500 " "			
" 16	" 25 " " "	68 75		
" 20	" 62½ " " "	171 88		
				240 63
" 30	" 43 1500 " "	119 63		
Sept. 3.	" 63 " " "	173 25		
				272 88
" 30	" 50 tons coal at McIntyre's dock, as agreed.....			$3,150 00
" 28	" 50 tons " 22.....	137 50		137 50
Oct. 2.	" 75 " " "			206 25
" 13	" 50 " coal 22.....	137 50		
" 16	" 63 1500 "	175 31		
				312 81

1577
H

Reed's account continued.

Oct. 24.	For 151 500 tons coal, 22			415 94
" 31	" 56 1750 " " "			156 41
Nov. 16.	" 87 1750 " " 24			263 63
	CONTRA, CR.			
June 21.	By cash		137 50	
July 5.	"	200		
"	" ch'gs on A. T. Spencer, B—L 12 30		212 30	
19	" cash		262 80	
Aug. 2.	"		220 35	
" 16	"		138 19	
Sept. 28.	" cash	67		
"	" my tickets	15		
"	chg's on fish	18 75		
			100 75	
Oct. 13.	" Chapman & Gray, B—L	60 88		
" "	Cash	50 00		
			110 88	
" 14	" my passage tickets ret'd		137 25	
" 23	" cash on ac. chg's and coal		400 00	
				1,720 02
1853.				
August 10.	For 81¼ tons of coal at 23			233 59
"	Half labor			2 40
" 24	50 tons coal at 23			143 75
	Half labor			1 50
September 21.	93¾ tons coal at 23			269 56
	Half labor			2 75
October 8.	Charges on my bills settled this day			9 31
	100 tons coal at $3			300 00
	Half labor			3 00

Reed's account continued.

November 1.	100 tons coal at 3½	350 00
	Half labor	3 00
" 29	75 tons coal at 3½	262 50
	Half labor	2 25
1854.		
May 4.	100 tons coal at $3¼	325 00
	Half labor pulling on board	3 00

CR.

1853.			
August 24.	By charges collected on your bills.	$32 51	
	" passage tickets returned	4 00	

September 21.	By amount collected from Herin & Co., on their tickets.	32	50	
	My passage tickets returned....	100	35	
Oct. 8.	By cash on coal ac.....	204	21	
	Charges.....	4	75	
November 1.	My passage tickets returned....	150	00	
	Charges on D. O. Dickenson's bill of lading, October 18....	25	00	
" 2	Charges on Pratt & Co., 2 bills, November 2.....	6	95	
	Charges on Niles & Wheeler, November 28.....	27	96	
	Charges on Maxwells & Patten..	5	00	
Dec. 7.	Cash by hand of P. Metcalf....	100	00	
	Anchor	84	88	
1854.				
May 4.	Cash.....	200	00	
				978 11

Reed's account continued.

Add interest on $1427 13 from January 1, 1853; on $1427 13, and on $805 50, ac. of 1853, from January 1, 1854.

CHAS. M. REED.

WELCH, HIBBARD, & BALDWIN,
Proctors for Libellant.

In Admiralty.

DISTRICT COURT OF THE UNITED STATES,
For the Northern District of New York.

The claim and answer of Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, respondents, to the libel of Charles M. Reed, libellant.

And now comes Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, of the city of Buffalo, in said district, claimants of the steamboat Sultana, her engine, machinery, tackle, boats, apparel, and furniture, and for answer to the libel of Charles M. Reed, against the said steamboat, her engine, machinery, boats, tackle, apparel, and furniture, say—

First. That they, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, at the time of exhibiting the said libel, and for more than seven months prior thereto had and they still have an interest in the said steamboat, and in her engine, machinery, boats, tackle, apparel, and furniture, and that they acquired such interest as hereinafter mentioned.

Second. That on the thirty-first day of October, 1853, the said Gilman Appleby in the said libel mentioned, did make, execute, and deliver to these respondents a certain chattel mortgage upon

the said steamboat Sultana, her engine, machinery, boats, tackle, apparel, and furniture, of which a copy is hereto annexed, and marked schedule "A." That the said mortgage was executed and delivered to these respondents as aforesaid, to secure the payment to them of the different sums of money therein mentioned, which amounts were then owing by the said Appleby to these respondents.

Third. These respondents are informed and believe that, at the time of the execution and delivery of the said chattel mortgage, had, for nearly eight years prior thereto, the said Gilman Appleby had been, and at the several times in the said libel mentioned he was, the sole owner of the said steamboat Sultana, her boats, engine, machinery, tackle, apparel, and furniture, of all which the libellant had notice at the several times in the said libel mentioned.

Fourth. That there is still owing and unpaid upon the promissory notes in the said chattel mortgage mentioned the sum of four thousand eight hundred and thirty-six dollars and twenty-five cents, and interest from the fourteenth day of July, 1854.

Fifth. That at the time of the execution and delivery of the said chattel mortgage, the said steamboat Sultana, her boats, engine, machinery, tackle, apparel, and furniture, were at the said city of Buffalo, where the said Appleby then resided; that on or about the day of the date of the said mortgage, a true copy thereof was filed in the office of the clerk of the county of Erie, and on the twenty-fifth of November, 1853, the said mortgage was duly recorded in the office of the collector of customs at the said city of Buffalo, that being the place of the then last enrollment of the said steamboat; and that the said mortgage thereby became and still continues to be a lien upon the said steamboat, her engine, machinery, boats, tackle, apparel, and furniture, in favor of the said respondents, for the amount unpaid upon the indebtedness in the said mortgage mentioned.

Sixth. These respondents admit allegations contained in the first, second, and third specifications of the said libel contained.

Seventh. These respondents, as to the allegations contained in the fourth and fifth specifications of the said libel, say they have no knowledge, information, or belief, as to the truth of any of the matters therein contained.

Eighth. These respondents as to the matters contained in the sixth specification of the said libel, deny on their information and belief, each and every of the matters therein contained; but on the contrary thereof, these respondents say that they are informed and believe that during all the times in the said libel mentioned, the said Gilman Appleby had the actual charge, control, and direction of the said boat, and superintended her sailing and business, and actually purchased her supplies; that if the said libellant ever furnished to or delivered on board the said boat any of the articles in the said libel mentioned, they were so furnished to the said

Appleby personally, and upon his personal credit, and not upon the credit of the said boat; and they deny that the libellant has ever acquired any lien upon or claim against the said steamboat by reason of the matters in the said libel mentioned.

Wherefore the respondents pray that this honorable Court will pronounce against the said libel, and condemn the libellant in costs, or for such other or further relief, or both, as to the same Court shall seem right and just, and the Court is competent to give in the premises.

(Signed) PASCAL P. PRATT.

NORTHERN DISTRICT OF NEW YORK,
Erie County, ss:

Pascal P. Pratt, of the city of Buffalo, being duly sworn says, that he is one of the respondents named in the foregoing answer; that he has read the said answer and knows the contents thereof, and that the said answer is true of his own knowledge, except as to the matters therein stated on the information and belief of the respondents; and as to those matters he believes it is true.

(Signed) PASCAL P. PRATT.

Sworn before me this 18th day of July, 1854.

(Signed) AURELIAN CONKLING,
U. S. Com.

Schedule "A," referred to in the foregoing answer.

To all to whom these presents shall come, greeting:

Know ye that I, Gilman Appleby, of the city of Buffalo, in the State of New York, and sole owner of the steamboat or vessel called the Sultana, of the burthen of eight hundred and six tons or thereabouts, of the first part, being justly indebted to Samuel F. Pratt, Pascal Pratt, and Edward P. Beals, of the same place, of the second part, in the sum of five thousand three hundred and fifty-four $\frac{98}{100}$ dollars upon eleven promissory notes, hereinafter fully described, have for the purpose of securing the payment of the said debt and the interest thereof, granted, bargained, sold, and mortgaged, and by these presents does grant, bargain, sell, and mortgage, unto the said party of the second part, the executors, administrators, and assigns, the whole of said steamboat or vessel, together with the mast, bowsprit, sails, boats, anchors, cables, and all other necessaries thereunto appertaining and belonging, the certificate of the enrollment of which said steamboat or vessel is as follows, to wit:

No. 45, FORTY-FIVE ENROLLMENT,
District of Buffalo Creek, part of Buffalo, ss:

In conformity to an act of Congress of the United States of

America, entitled "An act for enrolling and licensing ships and vessels," &c., passed the 18th February, 1793, and an act regulating the foreign on the northern, north-eastern, and north-western frontiers of the United States, and for other purposes, passed the 2nd March, 1831; and an act to provide for the better security of the lives of passengers on board vessels propelled in whole or in part by steam, passed 7th July, 1838, Gilman Appleby, of Buffalo, N. Y., having taken or subscribed the oath required by the said acts, and having sworn that he is a citizen of the United States, and that he is subject to a mortgage executed and delivered to Theodore F. Seeor, Charles Morgan, and John Brinsted, a true copy whereof is filed in the office of the clerk, in Erie County, N. Y., to secure the payment of certain of my notes given for the purchase money of the steam engine, boilers, and apparatus put in the said boat, on which notes there is now unpaid the sum of ten thousand five hundred dollars, and sole owner of the steamboat or vessel called the Sultana, whereof Gilman Appleby is at present master, and as he has sworn is a citizen of the United States, and that the said ship or vessel was built at Algonac, Michigan, in the year 1846, as appears by the certificate of Zadoc Langdon, on file in this office; and William J. Mack, surveyor, having certified that the said steamboat or vessel has one mast and one deck, and that her length is two hundred and seventeen feet three inches, her breadth thirty feet and six inches, her depth twelve feet and seven ½ inches, and that she measures eight hundred and six tons thirty-eight ninety-fifths; that she is a steamboat *has and* a figure head:

And I, the said Gilman Appleby, having agreed to the description and admeasurement above specified, and sufficient security having been given in conformity with the terms of the said acts, the said steamboat has been duly enrolled in the port of Buffalo Creek.

Given under my hand and seal of office, at the port of Buffalo
[L. S.] Creek, in the said District, this fourteenth day of May, in the year one thousand eight hundred and forty-seven.

(Signed) CHARLES M. HOPKINS,
Deputy Collector.

To have and to hold the said steamboat or vessel, tackle, apparel, and furniture, and appurtenances thereunto belonging, unto them, the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, their executors, administrators, and to the sole and only proper use, benefit, and behoof of the said Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, their executors, administrators, and assigns forever. Provided, always, and the condition of these presents is such, that if the said party of the first part, his executors or administrators shall pay or cause to be paid to the said party of the second part, their executors, administrators, or assigns, the debt

aforesaid, with interest thereof, from the first day of November, in the year one thousand eight hundred and fifty-three, according to the terms of said promissory notes, which are described as follows: The sum of three hundred and ninety-six dollars and thirty cents, and interest thereon in thirty days from the first day of November, 1853, at the Sackett's Harbor Bank, Buffalo, upon a promissory note made by the party of the first part, payable to the order of Charles D. Delany. The sum of three hundred and fifty-five dollars and seventy six cents, and interest in one month from the first of November, 1853, at the said bank, pursuant to a promissory note made by said party of the first part, payable to the order of Barton and Gilbert, and dated November 1, 1853. The sum of five hundred dollars and interest, at the office of Phelps, Dodge, & Co., New York City, in seven months from November 1, 1853, according to the terms of a promissory note dated that day and made by said party of the first part, payable to the order of Barton and Gilbert. The sum of five hundred dollars and interest at the same office, in seven months from the first day of November, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of C. D. Delaney. The sum of five hundred dollars in eight months from the first day of November, 1853, at the said office, with interest according to the terms of a promissory note made by said party of the first part, payable to the order of C. D. Delaney, and dated on the day aforesaid. The sum of five hundred and two dollars and ninety two cents and interest thereon, in eight months from the first day of November, 1853, at said office, according to the terms of a promissory note made that day by said party of the first part, payable to the order of Mack, Pickering and Blossom. The sum of five hundred dollars and interest in nine months from the first day of November, 1853, according to the terms of a promissory note made that day, and made by said party of the first part, payable in nine months from the day aforesaid, at the office aforesaid. The sum of five hundred dollars and interest thereon at said office in nine months from November 1, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of Barton and Gilbert. The sum of six hundred dollars and interest in ten months from November 1, 1853, at said office, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of Barton & Gilbert. The sum of six hundred dollars and interest in ten months from November 1, 1853, at said office, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of Mack, Pickering and Blossom. The sum of five hundred dollars and interest in ten months from November 1, 1853, at said office, according to a promissory note dated that day and made by said party of the first part, payable to the order of C. D. Delaney. The sum of five hundred dollars and

interest in eleven months from the 1st November, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable to the order of C. D. Delaney. The sum of five hundred dollars and interest in eleven months from the first of November, 1853, according to the terms of a promissory note dated that day, made by said party of the first part, payable C. De Delaney, or order, at the aforesaid office:—then these presents shall be void and of no effect, subject however to the provisions hereinafter contained; and the said party of the first part does hereby agree to pay the same accordingly.

But if default be made in such payment, or if the said party of the second part, shall at any time deem themselves in danger of losing the said debt, or any part thereof, by delaying the collection thereof until the expiration of the time limited for the payment thereof, the said party of the second part are authorized to take possession of the said steamboat or vessel, and all the before-mentioned property and appurtenances, at any time either before or after the expiration of the time aforesaid, and to sell and convey the same, or so much thereof as may be necessary to satisfy the said debt, interest, and reasonable expenses, after a notice of ten days to be given by advertisement in a public newspaper at the place of such sale, and to retain the same out of the proceeds of such sale—the overplus (if any) to belong and be returned to the said party of the first part.

And it is further agreed, that on such sale, the party of the second part, their executors, administrators, or assigns, may become the purchaser or purchasers.

In witness whereof the party of the first part has hereunto set his hand and seal this thirty-first day of October, in the year one thousand eight hundred and fifty-three.

(Signed) GILMAN APPLEBY. [L. S.]

On the fifteenth day of July, 1854, before Benoni Thompson, a commissioner, duly appointed and empowered to take acknowledgements of bail, affidavits, and depositions, within the northern district of New York:

Charles M. Reed, against the steamboat Sultana, her boats, engines, machinery, tackle, apparel, and furniture, in a cause of contract, civil and maritime, moved and prosecuted in the District Court of the United States for the district aforesaid.

Which day appeared personally, Samuel F. Pratt, Pascal P. Pratt, and Edward P. Beals, claimants of the said steamboat, &c., and produced for sureties Dennis Bowen and of the city of Buffalo; and the said claimants and sureties submitting themselves to the jurisdiction of the said Court, bind themselves, their heirs, executors, and administrators, unto the said Charles M. Reed, in the sum of two hundred and fifty dollars, to pay all costs and expenses which shall be awarded against the said claimants in the

said case by the final decree of the said Court, or upon appeal by the appellate Court, and unless they shall do so, they do hereby severally consent that execution shall issue forth against them, their heirs, executors, and administrators, goods and chattels, wheresoever the same may be found.

(Signed) PASCAL P. PRATT,
EDWARD P. BEALS,
CHAS. G. PLAYTER,
DENNIS BOWEN,
SAM'L. F. PRATT.

Same day taken and acknowledged before me,

B. THOMPSON,
U. S. Com., &c.

UNITED STATES OF AMERICA,
Northern District of New York, ss:

The President of the United States of America, to the marshal of the northern district of New York, and to his deputy whomsoever, greeting:

You are hereby jointly and severally empowered and strictly enjoined and commanded, that you arrest the vessel called the steamboat Sultana, (whereof Gilman Appleby now is, or late was, master, her boats, tackle, apparel, and furniture, if she shall be found within your district; and the same so arrested you keep under safe and secure arrest until you shall receive further orders from the said Court, or the same shall be discharged in due course of law; and that you cite at the premises all persons in general who have or pretend to have any right, title, or interest therein, to appear before the judge of the District Court of the United States of America for the northern district of New York, at the city of Buffalo, on the thirteenth day of June next, if it be a Court day, or else on the Court day next following, at ten o'clock in the forenoon, there to answer unto Charles M. Reed, of Erie, in the State of Pennsylvania, in a case of contract, civil and maritime, and further to do and receive in this behalf as to justice shall appertain, and that you duly certify the judge of the aforesaid Court what you shall do in the premises, together with these presents.

Witness the honorable Nathan K. Hall, judge of the aforesaid Court, at the city of Buffalo, this twenty-fourth day of May, in the year of our Lord one thousand eight hundred and fifty-four.

Action for $2,610 77.

(Signed) AURELIAN CONKLING,
Clerk.

(Signed) THOMAS C. WELCH,
Proctor.

Marshal's return.

In pursuance of the within process, I arrested the within-mentioned steamboat Sultana on the tenth day of June, 1853, and still have her in my custody, and for want of time I have not executed the monition clause of said process.

Dated June 12th, 1855.

(Signed) J. K. TYLER.
Deputy Marshal.

UNITED STATES OF AMERICA,
Northern District of New York, ss:

The President of the United States of America to the marshal of the northern district of New York, and to his deputy whomsoever, greeting:

You are hereby jointly and severally empowered, and strictly enjoined and commanded, that you arrest the vessel called the steamboat Sultana, (whereof Gilman Appelby now is or late was master,) her boats, tackle, apparel, and furniture, if she shall be found within your district, and the same so arrested you keep under safe and secure arrest until you shall receive further orders from the said Court, or the same shall be discharged in due cause of law, and that you cite at the premises all persons in general who have or pretend to have any right, title, or interest therein, to appear before the Judge of the District Court of the United States of America for the northern district of New York, at the city of Buffalo, on the fifth day of July next, if it be a Court day, or else on the Court day next following, at ten o'clock in the forenoon, there to answer unto Charles M. Reed, of Erie, in the State of Pennsylvania, in a cause of contract, civil and maritime, and further to do and receive in this behalf as to justice shall appertain, and that you duly certify the judge of the aforesaid Court what you shall do in the premises, together with these presents.

Witness the honorable Nathan K. Hall, judge of the aforesaid Court, at the city of Buffalo, this fourteenth day of June, in the year of our Lord one thousand eight hundred and fifty-four.

Action for $2,654 37.

(Signed) AURELIAN CONKLING, *Clerk.*

(Signed) TH. C. WELCH, *Proctor.*

I have arrested the within-mentioned steamboat Sultana, and have cited all persons having or pretending to have any right, title, or interest therein, as by the within process I am commanded to do.

(Signed) J. K. TYLER,
Deputy Marshal.

(Filed March 13, 1855.)

In Admiralty.

UNITED STATES DISTRICT COURT,
Northern District of New York.

CHARLES M. REED,
vs.
THE STEAMBOAT SULTANA, her boats, boilers, engines, machinery, tackle, apparel, &c., Pratt & Co., claimants.

It is hereby stipulated and agreed that the allegations contained in the first, second, third, fourth, and fifth specifications in the libel in this case are true, except that there was no representation of the necessity of the said supplies other than that the said supplies were directed by such master at the times when they were furnished; that the allegations contained in the first, second, third, fourth, and fifth specifications of the answer of Pratt & Company, are true, except that the libellants had no actual notice of the facts therein alleged further than that Appleby was the principal or sole owner; that for the term of five years previous to the furnishing of the supplies and rendering the services in the libel mentioned, and from thence down to the time of filing said libel, Gilman Appleby was the owner of the steamboat Sultana, and was the master thereof, and generally but not always went as and filled the office of master; that he was usually present at Erie with said steamboat, and acting as master when said supplies were so delivered and services rendered, and they were so delivered and rendered by the libellant at the request of said Appelby whenever he was present, and when he was not present, at the request of whoever went for master.

It is also stipulated that the supplies and services were charged by the libellant to the boat.

WELCH, HIBBARD, & BALDWIN,
Proctors for Libellant.

BOWEN & ROGERS, *Proctors for Resp'dts.*

DISTRICT COURT OF THE UNITED STATES,
Northern District of New York.

I certify the foregoing to be a true copy of an original stipulation read upon the hearing of the said cause, and now upon the files of the said Court, the same being duly signed by the proctors for the respective parties.

Witness my hand and seal of the said Court, the sixth day of June, anno Domini 1855.

[L. S.]

AURELIAN CONKLING, *Clerk.*

(Filed in Circuit Court June 8, 1855.)

At a special term of the Circuit Court of the United States in and for the northern district of New York, held at the clerk's office, in the city of Utica, on the 20th day of October, A. D. 1855—

Present, the honorable Samuel Nelson, justice:

CHARLES M. REED, libellant, *ag't* THE STEAMBOAT SULTANA, her tackle, &c., Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, claimants and respondents,

The appeal from the decree of the District Court in this cause came on to be heard at the August special term of this court, held at the United States Court Rooms, in Buffalo, in said District, and having been argued by counsel for the respective parties, and due deliberation having been had thereon, it is ordered, adjudged, and decreed that the decree of the said District Court be and the same is hereby affirmed.

In admiralty.

CIRCUIT COURT OF THE UNITED STATES,
In and for the Northern District of New York.

CHARLES M. REED, libellant and appellee, vs. THE STEAMBOAT SULTANA, her tackle, &c., Samuel F. Pratt, Paschal P. Pratt, and Edward P. Beals, claimants and appellants.

The above-named libellants, as appears from the transcript of pleadings and proceedings sent to this court from the District Court in and for said district, and which is annexed hereto, appealed from the decree of the District Court herein on the 1st day of March, 1855, as appears by the allowance of appeal thereon endorsed.

That afterwards, and on the 13th day of March, A.D. 1855, the said transcript was made and returned into and filed in this court, as appears by endorsement thereon.

That said appeal was duly heard and argued, at the city of Buffalo, at a special session of said Circuit Court, held by and before his honor, Mr. Justice Nelson, on the 17th day of August, 1855, and after deliberation thereon, a decretal order was made and entered herein, affirming the decree of said District Court.